

Presentment Date and Time: July 15, 2009 at 10:00 a.m (Prevailing Eastern Time)

Objection Deadline: July 15, 2009 at 10:00 a.m (Prevailing Eastern Time)

Hearing Date and Time (If an Objection is Filed): August 5, 2009 at 10:00 a.m. (Prevailing Eastern Time)

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Attorneys for Debtors  
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re	:	Chapter 11 Case No.
	:	
LEHMAN BROTHERS HOLDINGS INC., <i>et al.</i> ,	:	08-13555 (JMP)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X	:	

**NOTICE OF PRESENTMENT OF STIPULATION AND AGREED ORDER  
BETWEEN LEHMAN BROTHERS HOLDINGS INC. AND JPMORGAN  
CHASE BANK, N.A. REGARDING RETURN OF MISDIRECTED WIRE**

**PLEASE TAKE NOTICE** that the undersigned will present the annexed stipulation and agreed order (the “Stipulation and Order”) between Lehman Brothers Holdings Inc. and JPMorgan Chase Bank, N.A. regarding the return of a certain misdirected wire, all as more fully described in the Stipulation and Order, to the Honorable James M. Peck, United States Bankruptcy Judge, for approval and signature on **July 15, 2009 at 10:00 a.m. (Prevailing Eastern Time)**.

**PLEASE TAKE FURTHER NOTICE** that objections to the Stipulation and Order, if any, shall be in writing, shall conform to the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and the Local Rules of the Bankruptcy Court for the Southern District of New York, shall set forth the name of the objecting party, the basis for the objection and the specific

grounds thereof, shall be filed with the Bankruptcy Court electronically in accordance with General Order M-242 (which can be found at [www.nysb.uscourts.gov](http://www.nysb.uscourts.gov)) by registered users of the Bankruptcy Court's case filing system and by all other parties in interest, on a 3.5 inch disk, preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format (with two hard copies delivered directly to Chambers), and shall be served upon: (i) the chambers of the Honorable James M. Peck, One Bowling Green, New York, New York, 10004, Courtroom 601; (ii) Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York, 10153, Attn: Alfredo R. Perez, Esq.; (iii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York, 10004, Attn: Andy Velez-Rivera, Esq., Paul Schwartzberg, Esq., Brian Masumoto, Esq., Linda Riffkin, Esq., and Tracy Hope Davis, Esq.; (iv) Milbank, Tweed, Hadley & McCloy LLP, 1 Chase Manhattan Plaza, New York, New York, 10005, Attn: Dennis F. Dunne, Esq., Dennis O'Donnell, Esq., and Evan Fleck, Esq., attorneys for the Official Committee of Unsecured Creditors appointed in these cases; and (v) Wachtell, Lipton, Rosen & Katz, 51 West 52nd Street, New York, New York 10019, Attn: Amy R. Wolf, **so as to be so filed and received by no later than July 15, 2009 at 10:00 a.m. (prevailing Eastern Time)** (the "Objection Deadline").

**PLEASE TAKE FURTHER NOTICE** that only if a written objection is timely filed and served, a hearing will be held on **August 5, 2009, at 10:00 a.m. (Prevailing Eastern Time)** at the United States Bankruptcy Court for the Southern District of New York, Honorable James M. Peck, United States Bankruptcy Judge, One Bowling Green, New York, New York 10004-1408. If an objection is filed the moving and objecting parties are required to attend the hearing, and failure to appear may result in relief being granted or denied upon default.

Dated: July 10, 2009  
New York, New York

/s/ Alfredo R. Perez  
Alfredo R. Perez

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Attorneys for Debtors  
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X  
In re : Chapter 11  
LEHMAN BROTHERS HOLDINGS INC., *et al.*, : Case No. 08-13555 (JMP)  
Debtors. : (Jointly Administered)  
-----X

**STIPULATION AND AGREED ORDER  
BETWEEN LEHMAN BROTHERS HOLDINGS INC. AND JPMORGAN  
CHASE BANK, N.A. REGARDING RETURN OF MISDIRECTED WIRE**

Lehman Brothers Holdings Inc. ("LBHI") and JPMorgan Chase Bank, N.A. ("JPM," together with LBHI, the "Parties" and each a "Party"), by and through their respective counsel, hereby enter into this Stipulation and Agreed Order and represent and agree as follows:

**RECITALS**

A. On September 15, 2008 (the "Commencement Date"), LBHI commenced a voluntary case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with this Court. LBHI is authorized to continue to operate its business and manage its properties as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

B. Subsequent to the Commencement Date, on March 12, 2009, JPM erroneously wired \$1,385,000 (the "Misdirected Funds") to LBHI (UK) at Bank of America account number 6550161536 (the "Transfer").

C. JPM has informed LBHI that the Transfer was made in error and has requested a return of the Misdirected Funds. Following receipt from JPM of information concerning the Transfer, and having conducted an internal review and investigation, LBHI has determined that the Misdirected Funds should be returned to JPM.

D. Prior to the Commencement Date, JPM and LBHI were parties to various commercial transactions or dealings. The Parties have been working to reconcile and determine the amount of their respective claims against one another related to such transactions or dealings. The total amounts owed either to JPM or LBHI have not yet been determined by the Court or agreed upon by the Parties.

**IT IS HEREBY STIPULATED, AGREED AND, UPON COURT APPROVAL HEREOF, IT SHALL BE ORDERED THAT:**

1. The recitals set forth above are incorporated as if fully set forth herein.
2. Within two (2) business days of the approval of this Stipulation and Agreed Order by the Court, LBHI shall transfer the Misdirected Funds by wire transfer to JPM in accordance with the following wire instructions provided to LBHI by JPM:

JPMorgan Chase Bank  
ABA 021-000-021  
Account # 10962009  
Attn: Dan Phillips

3. In consideration for the return of the Misdirected Funds, the adequacy of which is hereby acknowledged, upon LBHI's wiring of the Misdirected Funds in accordance with the wire instructions stated above, JPM, together with its agents, employees, principals, professionals, successors, and assigns, shall be deemed to have waived, released, and discharged any and all claims it may have against LBHI, its estate, agents, employees, principals, professionals, successors, or assigns solely with respect to the Transfer and the Misdirected Funds, including, without limitation, any claim for interest, costs, or expenses.

4. In the event it is determined by an order of the Court or the agreement of the Parties that JPM owes an amount payable (the "Amount Payable") to LBHI in connection with the Parties' prior commercial transactions or dealings, JPM hereby agrees, within three (3) business days of the entry of an order of the Court or the effectiveness of an agreement between

the Parties, to transfer the Misdirected Funds (up to the amount of the Amount Payable) to LBHI; *provided, however*, that, for the avoidance of doubt, such transfer shall not be construed or deemed to be a payment in full satisfaction of the Amount Payable to LBHI by JPM, if any, or, upon receipt of the Misdirected Funds by LBHI, such transfer shall not constitute a compromise, release or waiver of LBHI's rights with respect to the Amount Payable to LBHI by JPM in excess of the Misdirected Funds, if any.

5. Each Party agrees to pay its own costs and expenses (including legal fees) incurred in connection with the negotiation, execution, and delivery of this Stipulation and Agreed Order and the consummation of the transactions contemplated hereby.

6. This Stipulation and Agreed Order is solely for the benefit of the Parties and not for any other person or entity and no such person or entity shall be entitled to the benefit of (or be entitled to rely upon) this Stipulation and Agreed Order.

7. Each person who executes this Stipulation and Agreed Order on behalf of a Party hereto represents that he or she is duly authorized to execute this Stipulation and Agreed Order on behalf of such Party.

8. This Stipulation and Agreed Order may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The Parties agree that this Stipulation and Agreed Order may be executed via facsimile and electronic mail, and that this Stipulation and Agreed Order executed in such manner shall have full legal force.

9. This Stipulation and Agreed Order can only be amended or otherwise modified by a signed writing executed by the Parties.

10. This Stipulation and Agreed Order shall be interpreted, construed and enforced

exclusively in accordance with the laws of the State of New York.

11. The terms of this Stipulation and Agreed Order are subject to approval of the Court and shall be of no force and effect unless and until it is approved.

12. This Stipulation and Agreed Order shall be effective immediately upon its entry by the Court.

13. The Court shall retain jurisdiction to resolve any disputes or controversies arising from or related to this Stipulation and Agreed Order.

**AGREED TO:**

Dated: July 10, 2009  
New York, New York

/s/ Alfredo R. Perez  
\_\_\_\_\_  
Alfredo R. Perez

/s/ Amy R. Wolf  
\_\_\_\_\_  
Amy R. Wolf

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51 West 52nd Street  
New York, New York 10019  
(212) 403-1000

*Attorneys for JPMorgan Chase Bank, N.A.*

**SO ORDERED:**

Dated: July \_\_, 2009  
New York, New York

\_\_\_\_\_  
UNITED STATES BANKRUPTCY JUDGE